

1 BORIS FELDMAN, State Bar No. 128838  
Email: boris.feldman@wsgr.com  
2 IGNACIO E. SALCEDA, State Bar No. 164017  
3 Email: isalceda@wsgr.com  
WILSON SONSINI GOODRICH & ROSATI  
4 Professional Corporation  
5 650 Page Mill Road  
Palo Alto, CA 94304-1050  
6 Telephone: (650) 493-9300  
7 Facsimile: (650) 565-5100

8 *Attorneys for Defendants Snap Inc.,*  
9 *Evan Spiegel, Robert Murphy,*  
10 *Andrew Vollero, and Imran Khan*

11  
12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14  
15 IN RE SNAP INC.  
SECURITIES LITIGATION

Case No. 2:17-cv-03679-SVW-AGR

16 **CLASS ACTION**

17 STIPULATED PROTECTIVE  
18 ORDER GOVERNING THE  
19 PRODUCTION, EXCHANGE, AND  
20 FILING OF CONFIDENTIAL  
MATERIAL

21 Honorable Stephen V. Wilson  
22

23 This Document Relates To: All Actions  
24  
25  
26  
27  
28

1       **1.     PURPOSES AND LIMITATIONS**

2           Discovery in this Action (as defined below) is likely to involve production of  
3 confidential, proprietary, or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this Action  
5 may be warranted. Accordingly, Lead Plaintiffs Smilka Melgoza, on behalf of the  
6 Smilka Melgoza Trust U/A DTD 04/08/2014, Rediet Tilahun, Tony Ray Nelson,  
7 Rickey E. Butler, and Alan L. Dukes (“Lead Plaintiffs”), and additional named  
8 Plaintiffs Donald R. Allen (“Allen”) and Shawn B. Dandridge (“Dandridge”),  
9 (collectively with Lead Plaintiffs, “Plaintiffs”), and Defendants Snap Inc. (“Snap”),  
10 Evan Spiegel, Robert Murphy, Andrew Vollero, and Imran Khan (collectively,  
11 “Defendants”) (together with Plaintiffs, the “Parties”) hereby stipulate to and  
12 petition the Court to enter the following Stipulated Protective Order (“Order”). The  
13 Parties acknowledge that this Order does not confer blanket protections on all  
14 disclosures or responses to discovery and that the protection it affords from public  
15 disclosure and use extends only to the limited information or items that are entitled  
16 to confidential treatment under the applicable legal principles. It is the intent of the  
17 Parties that information will not be designated as confidential for tactical reasons  
18 and that nothing be so designated without a good faith belief that it has been  
19 maintained in a confidential, non-public manner, and there is good cause why it  
20 should not be part of the public record of this case. The Parties further  
21 acknowledge, as set forth in Section 13.3 below, that this Order does not entitle  
22 them to file confidential information under seal. Local Rule 79-5 sets forth the  
23 procedures that must be followed and the standards that will be applied when a party  
24 seeks permission from the court to file material under seal.

25       **2.     GOOD CAUSE STATEMENT**

26           Defendants believe that their (or their agents’) production of Disclosure or  
27 Discovery Materials in this action is likely to involve trade secrets and other  
28

1 valuable research, development, commercial, financial, technical and/or proprietary  
2 information for which special protection from public disclosure and from use for  
3 any purpose other than prosecution of this action is warranted. Such confidential  
4 and proprietary materials and information consist of, among other things,  
5 confidential business or financial information, information regarding confidential  
6 business practices, or other confidential research, development, or commercial  
7 information (including information implicating privacy rights of third parties),  
8 information otherwise generally unavailable to the public, or which may be  
9 privileged or otherwise protected from disclosure under state or federal statutes,  
10 court rules, case decisions, or common law. Plaintiffs believe that their (or their  
11 agents') production of Disclosure or Discovery Material in this Action is likely to  
12 involve production of confidential, proprietary, or private information for which  
13 special protection from public disclosure and from use for any purpose other than  
14 prosecution of this action is warranted.

15 Accordingly, a protective order for such information is justified in this matter  
16 to: (1) expedite the flow of information, (2) facilitate the prompt resolution of  
17 disputes over confidentiality of discovery materials, (3) adequately protect  
18 information the parties are entitled to keep confidential, (4) ensure that the parties  
19 are permitted reasonable necessary uses of such material in preparation for and in  
20 the conduct of trial, (5) address their handling at the end of the litigation, and (6)  
21 serve the ends of justice. It is the intent of the Parties that information will not be  
22 designated as confidential for tactical reasons and that nothing be so designated  
23 without a good faith belief that it has been maintained in a confidential, non-public  
24 manner, and there is good cause why it should not be part of the public record of this  
25 case.

### 26 **3. DEFINITIONS**

27 3.1 Action: *In re Snap Inc. Securities Litigation*, Case No. 2:17-cv-03679-

1 SVW-AGR.

2 3.2 Challenging Party: a Party or Non-Party who challenges the  
3 designation as “CONFIDENTIAL” of information or items under this Order.

4 3.3 “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored or maintained) or tangible things that qualify for  
6 protection under Federal Rule of Civil Procedure 26(c).

7 3.4 Counsel: (1) attorneys who have been retained to represent or advise a  
8 Party to this Action, including support staff; and/or (2) attorneys who are employees  
9 of a Party to this Action.

10 3.5 Designating Party: a Party or Non-Party who designates information or  
11 items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL.”

13 3.6 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced or  
16 generated in disclosures or responses to discovery in this Action.

17 3.7 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
19 an expert witness or as a consultant in this Action. This definition includes any  
20 technical experts, discovery experts, and professional jury or trial consultants  
21 retained in connection with this Action.

22 3.8 Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this Action.

24 3.9 Party: any party to this Action, including all of its officers, directors,  
25 employees, retained Experts (and their support staffs), and Counsel. For the  
26 avoidance of doubt, no putative class member other than a named plaintiff, the Lead  
27 Plaintiff, or class representative in the above-captioned litigation constitutes a Party  
28

1 to this Action, and no putative class member other than a named plaintiff, the Lead  
2 Plaintiff, or class representative may be given access to Protected Material.

3 3.10 Producing Party: a Party or Non-Party who produces Disclosure or  
4 Discovery Material in this Action.

5 3.11 Professional Vendors: persons or entities who provide litigation support  
6 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
8 and their employees and subcontractors.

9 3.12 Protected Material: any Disclosure or Discovery Material that is  
10 designated as "CONFIDENTIAL."

11 3.13 Receiving Party: a Party who receives Disclosure or Discovery  
12 Material from a Producing Party.

13 **4. SCOPE**

14 The protections conferred by this Order cover not only Protected Material (as  
15 defined above), but also: (1) any information copied or extracted from Protected  
16 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
17 and (3) any testimony, conversations, or presentations by Parties or their Counsel  
18 that might reveal Protected Material. The protections conferred by this Order,  
19 however, do not cover any information: (a) known to the Receiving Party before the  
20 disclosure or obtained by the Receiving Party after the disclosure from a source who  
21 obtained the information lawfully and under no contractual or legal obligation of  
22 confidentiality to the Designating Party; and (b) that is in the public domain at the  
23 time of disclosure to a Receiving Party or becomes part of the public domain after  
24 its disclosure to a Receiving Party as a result of publication not involving a violation  
25 of this Order, including becoming part of the public record through trial or  
26 otherwise.

27 5. Any use of Protected Material at trial shall be governed by the orders of  
28

1 the trial judge. This Order does not govern the use of Protected Material at trial.

2 **6. DURATION**

3 7. Even after final disposition of this Action, the confidentiality  
4 obligations imposed by this Order shall remain in effect until a Designating Party  
5 agrees otherwise in writing or a court order otherwise directs. Final disposition shall  
6 be deemed to be the later of: (1) dismissal of all claims and defenses in this Action,  
7 with or without prejudice; and (2) final judgment herein after the completion and  
8 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,  
9 including the time limits for filing any motions or applications for extension of time  
10 pursuant to applicable law.

11 **8. DESIGNATING PROTECTED MATERIAL**

12 8.1 Exercise of Restraint and Care in Designating Material for  
13 Protection

14 8.2 Each Party or Non-Party who designates information or  
15 items for protection under this Order must take care to limit any such  
16 designation to specific material that qualifies under the appropriate  
17 standards. The Designating Party must designate for protection only  
18 those parts of material, documents, items, or oral or written  
19 communications that qualify so that other portions of the material,  
20 documents, items, or communications for which protection is not  
21 warranted are not swept unjustifiably within the ambit of this Order.

22 8.3 Mass, indiscriminate, or routinized designations are prohibited.  
23 Designations that are shown to be clearly unjustified or that have been  
24 made for an improper purpose (*e.g.*, to unnecessarily encumber the case  
25 development process or to impose unnecessary expenses and burdens  
26 on the Receiving Party) may expose the Designating Party to sanctions.

1           8.4           If it comes to a Designating Party's attention that information or  
2 items that it designated for protection do not qualify for protection, that  
3 Designating Party must promptly notify all other Parties that it is  
4 withdrawing the inapplicable designation.

5                   8.5    Manner and Timing of Designations

6           8.6           Except as otherwise provided in this Order (*see, e.g.*,  
7 Section 6.2(b) below), or as otherwise stipulated or ordered, Disclosure  
8 or Discovery Material that qualifies for protection under this Order  
9 must be clearly designated before the material is disclosed or produced.

10  
11          8.7           Designation in conformity with this Order requires:

12                   a)    For information in documentary form (*e.g.*,  
13 paper or electronic documents, but excluding transcripts of  
14 depositions or other pretrial or trial proceedings), that the  
15 Producing Party affix the legend "CONFIDENTIAL" to each  
16 page that contains protected material in a manner that will not  
17 interfere with the legibility of the document. In the case of  
18 electronic documents produced in native format, the Producing  
19 Party must produce a one-page tagged image file format or TIFF  
20 image affixing the word "CONFIDENTIAL" and, if the  
21 Producing Party so desires, including the word  
22 "CONFIDENTIAL" in the file name.

23                   b)    A Party or Non-Party who makes original  
24 documents available for inspection need not designate them for  
25 protection until after the inspecting Party has indicated which  
26 documents it would like copied and produced. During the  
27 inspection and before the designation, all of the material made  
28

1 available for inspection shall be deemed "CONFIDENTIAL."  
2 After the inspecting Party has identified the documents it wants  
3 copied and produced, the Producing Party must determine which  
4 documents, or portions thereof, qualify for protection under this  
5 Order. Then, before producing the specified documents, the  
6 Producing Party must affix the "CONFIDENTIAL" legend to  
7 each page that contains Protected Material. If only a portion or  
8 portions of the material on a page qualifies for protection, the  
9 Producing Party also must clearly identify the protected  
10 portion(s) (*e.g.*, by making appropriate markings in the margins).

11  
12 c) For testimony given in depositions, the  
13 Designating Party may designate testimony as  
14 "CONFIDENTIAL" on the record, before the close of the  
15 deposition. In addition, any Party (or any Non-Party that  
16 sponsors, offers, or gives deposition testimony) has up to thirty  
17 (30) days after the receipt of the final written transcript to serve a  
18 Notice of Designation to all parties identifying specific portions  
19 of the testimony as to which "CONFIDENTIAL" protection is  
20 sought. The entire transcript of any deposition will be treated as  
21 if designated "CONFIDENTIAL" until this thirty (30) day period  
22 has elapsed. Only those portions of the testimony that are  
23 properly designated for protection within thirty (30) days shall be  
24 covered by the provisions of this Order. If a Notice of  
25 Designation is timely served pursuant to this provision, the court  
26 reporter shall mark the designated portions of such deposition  
27 transcript(s) with the legend "CONFIDENTIAL." The use of a  
28



document as an exhibit at a deposition shall not in any way affect its designation as Protected Material.

d) For information produced in some form other than documentary and for any other tangible items, the Producing Party must affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

#### 8.8 Inadvertent Failures to Designate

8.9 An inadvertent failure to designate qualified information or items as "CONFIDENTIAL" does not, standing alone, waive or forfeit the right to so designate, subject to the Receiving Party's right to challenge claims of inadvertence. If a Producing Party inadvertently fails to designate a Disclosure or Discovery Material as "CONFIDENTIAL" that Producing Party may subsequently do so in writing promptly upon discovery of the inadvertent failure to designate, and that material shall be deemed "CONFIDENTIAL" from the date of such designation. Upon correction of a designation, any Receiving Party shall use commercially reasonable efforts to assure that the material is treated in accordance with the provisions of this Order. The Receiving Party shall also use commercially reasonable efforts to ensure that any derivative work generated by or on behalf of the Receiving Party, including analyses, memoranda, or notes that were generated based upon such material before redesignation, shall immediately be treated in conformity with any such redesignation.

### 9. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1                   9.1 Timing of Challenges. Any Party or Non-Party may  
2 challenge a designation of confidentiality at any time that is consistent  
3 with the Court’s Scheduling Order.

4                   9.2 Meet and Confer. The Challenging Party shall initiate the  
5 dispute resolution process under Local Rule 37-1 *et seq.*

6                   9.3 The burden of persuasion in any such challenge  
7 proceeding shall be on the Designating Party. While a challenge is  
8 pending, unless the Designating Party has waived or withdrawn the  
9 confidentiality designation, all Parties shall continue to treat the  
10 material in question as Protected Material under this Order until the  
11 Court rules on the challenge.

12 **10. ACCESS TO AND USE OF PROTECTED MATERIAL**

13           10.1 Basic Principles

14 10.2\_\_ A Receiving Party may use Protected Material that is disclosed or  
15 produced by another Party or by a Non-Party in connection with this Action only for  
16 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
17 may be disclosed only to the categories of persons and under the conditions  
18 described in this Order. When the Action has been terminated, a Receiving Party  
19 must comply with the provisions of Section 14 below.

20           10.3 Disclosure of “CONFIDENTIAL” Information or Items

21           10.4 Unless otherwise ordered by the Court or permitted in  
22 writing by the Designating Party, a Receiving Party may disclose any  
23 information or item designated “CONFIDENTIAL” only to:

- 24                           a) the Parties’ Counsel in this Action, as well as  
25                           employees of said Counsel;

1                   b) the Parties in the Action, as well as the  
2 officers, directors, and employees (including in-house counsel)  
3 of the Parties;

4                   c) the counsel representing the insurer or  
5 indemnitor of any Defendant, including the insurer's or  
6 indemnitor's legal team;

7                   d) Experts (as defined in this Order) of who are  
8 assisting Counsel for a Party, provided that they have signed the  
9 "Acknowledgment and Agreement to Be Bound" attached hereto  
10 as Exhibit A and provided that no Discovery Material designated  
11 as "CONFIDENTIAL" may be disclosed to any expert or  
12 consultant who is currently or was employed or retained on or  
13 after September 1, 2017 by Facebook (including Instagram and  
14 WhatsApp), Apple, Google (including YouTube), Twitter,  
15 Kakao, Naver (including LINE and Snow), and Tencent, except  
16 by written agreement of the parties or by order of the Court and  
17 any appellate court, and their personnel;

18                   e) court reporters and videographers and their  
19 staff;

20                   f) professional jury or trial consultants (and  
21 their staff), mock jurors, and Professional Vendors who are  
22 assisting Counsel for a Party, provided that they have signed  
23 Exhibit A;

24                   g) the author or recipient of a document  
25 containing the information or a custodian or other person who  
26 otherwise possessed or knew the information;  
27  
28

1 h) witnesses, noticed or subpoenaed deponents,  
2 and their counsel provided that Discovery Material designated as  
3 “CONFIDENTIAL” shall not be disclosed to any witness or  
4 deponent (excluding Parties or current employees of a Party)  
5 unless such witness or deponent first signs the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
7 unless otherwise ordered by the Court. Those witnesses or  
8 deponents who are shown Discovery Material designated as  
9 “CONFIDENTIAL” shall not be allowed to retain copies; and

10 i) any mediator or settlement officer, and their  
11 supporting personnel, mutually agreed upon by any of the Parties  
12 engaged in settlement discussions.

13 j) Prior to the use of any Protected Material designed  
14 “CONFIDENTIAL” at a hearing to be held in open court,  
15 Counsel who desires to use such Protected Material shall take  
16 reasonable steps to afford Counsel for the Designating Party a  
17 reasonable opportunity to object to the disclosure in open court  
18 of such Protected Material.

19 **11. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
20 **PRODUCED IN OTHER LITIGATION**

21 If a person receiving documents protected by this Order (the “Subpoenaed  
22 Person”) is served with a subpoena, document demand, or other similar legal  
23 process, or a court order issued in another proceeding (including any proceeding  
24 before any other court, arbitration panel, regulatory agency, law enforcement or  
25 administrative body) that seeks or compels disclosure of any information or items  
26 designated in this Action as Protected Material by a Designating Party other than the  
27 Subpoenaed Person, that Subpoenaed Person must: (a) promptly notify in writing  
28 the Designating Party and provide a copy of the subpoena, document demand, or

1 court order; (b) promptly notify in writing the party who caused the subpoena,  
2 document demand, or order to issue in the other proceeding that some or all of the  
3 material covered by the subpoena, document demand, or order is subject to this  
4 Order, providing a copy of this Order; and (c) refrain from producing any material  
5 that has been designated “CONFIDENTIAL” in response to such a subpoena or  
6 document demand until the earlier of (x) receipt of written notice from the  
7 Designating Party that such party does not object to production of the designated  
8 material in question or (y) resolution of any objection asserted by the Designating  
9 Party either by agreement or by order of a court with jurisdiction over the objection  
10 of the Designating Party. Notwithstanding the foregoing, unless the Designating  
11 Party submits a timely objection seeking an order that the subpoena need not be  
12 complied with, and serves such objection upon the Subpoenaed Person prior to the  
13 production date required pursuant to the subpoena, the Subpoenaed Person shall be  
14 permitted to produce documents responsive to the subpoena on the subpoena  
15 response date.

16 The Designating Party shall bear its own burden and expense of seeking  
17 protection in that court of its confidential material. Compliance by the Subpoenaed  
18 Person with any order directing production pursuant to the subpoena of any material  
19 designated as Confidential shall not constitute a violation of this Order, provided  
20 that the notice required by this Paragraph has been satisfied, and nothing in these  
21 provisions should be construed as authorizing or encouraging a Receiving Party in  
22 this Action to disobey a lawful directive from another court.

23 **12. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24 PRODUCED IN THIS LITIGATION**

25 **13.** The terms of this Order are applicable to information produced by a  
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
27 produced by Non-Parties in connection with this Action is protected by the remedies  
28 and relief provided by this Order. Even if a Non-Party does not designate

1 information it is producing as Protected Material, a Party may so designate the  
2 information as “CONFIDENTIAL” if such designation would be proper under the  
3 terms of this Order had that information been produced by that Party. Nothing in  
4 these provisions should be construed as prohibiting a Non-Party from seeking  
5 additional protections.

14.6 In the event that a Party is required, by a valid discovery request, to produce a  
7 Non-Party’s confidential information in its possession, and the Party is subject to an  
8 agreement with the Non-Party not to produce the Non-Party’s confidential  
9 information, then the Party shall:

10 a) promptly notify in writing the Requesting Party and the Non-  
11 Party that some or all of the information requested is subject to a confidentiality  
12 agreement with a Non-Party;

13 b) promptly provide the Non-Party with a copy of this Order, the  
14 relevant discovery request(s), and a reasonably specific description of the  
15 information requested; and

16 c) make the information requested available for inspection by the  
17 Non-Party, if requested.

18 If the Non-Party fails to seek a protective order from this court within 14 days  
19 of receiving the notice and accompanying information, the Receiving Party may  
20 produce the Non-Party’s confidential information responsive to the discovery  
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
22 not produce any information in its possession or control that is subject to the  
23 confidentiality agreement with the Non-Party before a determination by the court.  
24 Absent a court order to the contrary, the Non-Party shall bear the burden and  
25 expense of seeking protection in this court of its Protected Material.

26 **15. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28

1 Protected Material to any person or in any circumstance not authorized under this  
2 Order, the Receiving Party must immediately (a) notify in writing the Designating  
3 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
4 unauthorized copies of the Protected Material, (c) inform the person or persons to  
5 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
6 request such person or persons to execute the “Acknowledgment and Agreement to  
7 Be Bound” (Exhibit A).

8 **16. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
9 **PROTECTED MATERIAL**

10 In the event that a Producing Party believes in good faith that Discovery  
11 Materials subject to a valid claim of attorney-client privilege or work product  
12 protection has been produced inadvertently, the Producing Party shall notify the  
13 Receiving Party in writing within five (5) business days after so learning or  
14 discovering that such production has been made and the basis for claiming such  
15 disclosure was inadvertent. Within seven (7) days of the written notice, the  
16 Producing Party also must provide a detailed privilege log that sets forth the  
17 information required under Rule 26 and the Local Rules, including a description of  
18 the nature of the privilege, to enable the Receiving Party to assess the Producing  
19 Party’s claim of privilege.

20 When a Producing Party gives notice to Receiving Parties that certain  
21 inadvertently produced Disclosure or Discovery Material is subject to a claim of  
22 privilege or other protection, the obligations of the Receiving Parties are those set  
23 forth in Federal Rule of Civil Procedure 26(b)(5)(B).

24 The disclosure or production of documents protected by the attorney-client  
25 privilege, work-product protection, or other privileges or protections, whether  
26 inadvertent or otherwise, shall not be a waiver of the privilege or protection from  
27 discovery in this Action or in any other federal or state proceeding. This Order shall  
28 be interpreted to provide the maximum protection allowed by Federal Rule of

1 Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a  
2 party's right to conduct a review of documents for relevance, responsiveness and/or  
3 segregation of privileged and/or protected information before production. Nothing  
4 is intended to or shall serve to limit the right of a party to challenge the privilege or  
5 protection asserted on any document.

6 Where it is reasonably apparent to a Receiving Party that the documents or  
7 information was inadvertently sent or produced, and the Receiving Party knows or  
8 reasonably should know that the documents or information is privileged or subject  
9 to the work product doctrine, the Receiving Party shall: (a) refrain from examining  
10 the documents or information any more than is necessary to determine that they are  
11 privileged or subject to the work product doctrine, (b) promptly notify the Producing  
12 Party, and (c) and otherwise treat the information in compliance with Federal Rule  
13 of Civil Procedure 26(b)(5)(B).

14 If, during a deposition, the Producing Party asserts for the first time that the  
15 information contained in a marked exhibit was inadvertently produced and is  
16 privileged or protected work product and the Receiving Party disputes the assertion,  
17 the Parties shall cooperate in good faith to reasonably resolve the dispute. If the  
18 dispute cannot be resolved by agreement of the parties, it may be presented to the  
19 Court.

## 20 **17. MISCELLANEOUS**

21 17.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the Court in the future.

23 17.2 Right to Assert Other Objections. By stipulating to the entry of this  
24 Order no Party waives any right it otherwise would have to object to disclosing or  
25 producing any information or item on any ground not addressed in this Order.  
26 Similarly, no Party waives any right to object on any ground to use in evidence of  
27 any of the material covered by this Order.



1           17.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Local Rule 79-5. If a Receiving Party's  
3 request to file Protected Material under seal pursuant to Local Rule 79-5.2.2(b)(i) is  
4 denied by the Court, then the Receiving Party may file the information the public  
5 record pursuant to Local Rule 79-5.2.2(b)(ii) unless otherwise instructed by the  
6 Court. Applications for leave to file a document under seal shall be considered  
7 timely if filed on or by the date on which such documents would otherwise be due.

8           17.4 Party's Own Use. This Order has no effect upon, and shall not apply  
9 to, the Parties' use of their own documents for any purpose. Nothing herein shall  
10 impose any restrictions on the use or disclosure by a Party of documents, materials  
11 or information designated as Protected Material that has been generated or obtained  
12 lawfully by that Party independently of these proceedings.

13           17.5 Control of Documents. Counsel for the Parties shall make reasonable  
14 efforts to prevent unauthorized or inadvertent disclosure of Protected Material,  
15 including storing and maintaining Protected Material at a location and in a  
16 reasonably secure manner so that access is limited to the persons authorized under  
17 this Order. Counsel shall maintain the originals of the forms signed by persons  
18 acknowledging their obligations under this Order for a period of one year after final  
19 disposition of these proceedings.

20           17.6 All Protected Material to be used only for this Action. All Protected  
21 Material must be used by the Receiving Party solely for the purpose of this Action.  
22 Protected Material produced to a Party or Parties, or their Counsel, shall not be used  
23 by any Party, or their Counsel, in any other litigation, or for any purpose other than  
24 the prosecution or defense of this Action.

25 **18. FINAL DISPOSITION**

26           19. Within 60 days after the final disposition of this Action, as defined in  
27 Section 5, each Receiving Party must use commercially reasonable efforts to return  
28

1 all Protected Material to the Producing Party or destroy such material. As used in  
2 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
3 summaries, and any other format reproducing or capturing any of the Protected  
4 Material. If requested by a Producing Party in writing within 90 days of final  
5 disposition of this Action, each Receiving Party must submit a written confirmation  
6 to that Producing Party stating that the Receiving Party has complied with this  
7 paragraph by the later of the 60-day deadline set forth above or 7 days after  
8 receiving the Producing Party's written request. Notwithstanding this provision,  
9 Counsel are entitled to retain archival copies of all pleadings, motion papers, trial,  
10 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
11 and trial exhibits, expert reports, attorney work product, and consultant and expert  
12 work product, even if such materials contain Protected Material. Any such archival  
13 copies that contain or constitute Protected Material remain subject to this Order as  
14 set forth in Section 5 above. Additionally, outside counsel may use work product  
15 from this Action in subsequent litigation, provided that counsel does not use or  
16 disclose another Party's Protected Material.

17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18 Dated: May 20, 2019

**WILSON SONSINI  
GOODRICH & ROSATI, PC**

21 By: /s/ Ignacio E. Salceda  
22 Ignacio E. Salceda

23 BORIS FELDMAN (Bar #128838)  
24 boris.feldman@wsgr.com  
25 IGNACIO E. SALCEDA (Bar #164017)  
26 isalceda@wsgr.com  
27 650 Page Mill Road  
28 Palo Alto, CA 94304  
Telephone: (650) 493-9300  
Facsimile: (650) 493-6811

*Attorneys for Defendants Snap Inc.,  
Evan Spiegel, Robert Murphy, Andrew  
Vollero, and Imran Khan*

**KESSLER TOPAZ  
MELTZER & CHECK, LLP**

By: /s/ Jennifer L. Joost

Jennifer L. Joost

SHARAN NIRMUL (*Pro Hac Vice*)

snirmul@ktmc.com

NATHAN HASIUK (*Pro Hac Vice*)

nhasiuk@ktmc.com

280 King of Prussia Road

Radnor, PA 19087

Telephone: (610) 667-7706

Facsimile: (610) 667-7056

JENNIFER L. JOOST (Bar #296164)

jjoost@ktmc.com

STACEY M. KAPLAN (Bar #241989)

skaplan@ktmc.com

One Sansome Street, Suite 1850

San Francisco, CA 94104

Telephone: (415) 400-3000

Facsimile: (415) 400-3001

*Attorneys for Lead Plaintiffs Smilka  
Melgoza, as trustee of the Smilka  
Melgoza Trust U/A DTD 04/08/2014,  
Rediet Tilahun, Tony Ray Nelson,  
Rickey E. Butler, and Alan L. Dukes,  
additional named Plaintiffs Donald R.  
Allen and Shawn B. Dandridge, and  
Lead Counsel for the Putative Class*

1 Dated: May 20, 2019

2 **ATTESTATION OF FILING**

3 Pursuant to Local Rule 5-4.3.4 regarding signatures, I, Ignacio E. Salceda,  
4 hereby attest that the other signatories listed above, on whose behalf this filing is  
5 submitted, concur in the filing's content and have authorized the filing.  
6

7 Dated: May 20, 2019

By: /s/ Ignacio E. Salceda  
Ignacio E. Salceda

9 WILSON SONSINI GOODRICH & ROSATI, P.C.  
10 650 Page Mill Road  
11 Palo Alto, CA 94304  
12 Telephone: (650) 493-9300  
13 Facsimile: (650) 493-6811

14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15 DATED: May 23, 2019

16   
17 \_\_\_\_\_

18  
19 Honorable Alicia G. Rosenberg  
20 United States Magistrate Judge  
21  
22  
23  
24  
25  
26  
27  
28

1 20.EXHIBIT A

2 21. *In re Snap Inc. Securities Litigation*, Case No. 2:17-cv-03679-SVW-AGR

3 22.ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 23.

5 24. I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
6 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
7 I have read in its entirety and understand the Stipulated Protective Order that was  
8 issued by the United States District Court for the Central District of California on  
9 \_\_\_\_\_ in this case. I agree to comply with and to be bound by all the terms  
10 of this Stipulated Protective Order and submit to the jurisdiction of the United States  
11 District Court for the Central District of California for enforcement of such terms. I  
12 solemnly promise that I will not disclose in any manner any information or item that  
13 is subject to this Stipulated Protective Order to any person or entity except in strict  
14 compliance with the provisions of this Order.

15 25.

16 26.

17 27. Date: \_\_\_\_\_

18 28. City and State where sworn and signed: \_\_\_\_\_

19 \_\_\_\_\_  
20 29. \_\_\_\_\_

21 30. Printed name: \_\_\_\_\_

22 31. \_\_\_\_\_

23 32. Signature: \_\_\_\_\_  
24  
25  
26  
27  
28